

REFERENCE

**AGREEMENT, dated October 14th,
1901, between the Corporation of
the City of Vancouver and the
British Columbia Electric Railway
Company, Limited, consolidating
Street Railway Franchises.**

THIS INDENTURE made in duplicate the 14th day of October in the year of our Lord one thousand nine hundred and one:

BETWEEN THE CORPORATION OF THE CITY OF VANCOUVER hereinafter called "The Corporation" of the one part and THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED (FOREIGN) being a Company incorporated under the Companies Acts 1862 to 1893 having its registered offices situate at Threadneedle House 28 to 31 Bishopsgate St. within, in the City of London, England, who, with their successors and assigns are hereinafter called "the Company" of the other part; WHEREAS the Consolidated Railway and Light Company under the authority of various Acts of the Legislature of the Province of British Columbia and in pursuance of certain agreements made with the Corporation of the Cities of Vancouver and New Westminster did acquire, construct and operate the Street Railways in the Cities of Vancouver and New Westminster;

AND WHEREAS the franchises (inter alia) for operating the said street railways so acquired by the Consolidated Railway and Light Company became vested in it under the name of the "Consolidated Railway Company" by virtue of an act of the Legislature of the PROVINCE OF BRITISH COLUMBIA, being chapter 55 of 59 Victoria, and whereas the Company purchased all the franchises rights and privileges so vested in the Consolidated Railway Company, AND WHEREAS various agreements as set out in the schedule hereto annexed have been made between the Corporation of the one part, and the Company or its predecessors of the other part whereby the construction and

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operation of lines of railway on certain streets in the City of Vancouver was duly authorized AND WHEREAS the Company is now operating a street car service on certain streets in the said City under and by virtue of the provisions in the said agreements contained, AND WHEREAS the Company has requested the Corporation to consolidate the said various agreements into one agreement, AND WHEREAS the Corporation has agreed to consolidate the same on the terms and conditions and rentals hereinafter set forth, AND WHEREAS a by-law authorizing the execution of this agreement was duly passed by the Corporation on the 14th day of October 1901, in pursuance whereof this agreement has been prepared and approved. NOW THEREFORE THIS INDENTURE WITNESSETH that the Corporation in consideration of the premises and of the Company agreeing to perform and observe the covenants hereinafter contained and paying the rentals hereinafter agreed by them to be paid hereby Grant unto the Company its successors and assigns the right, full permission and authority to equip maintain and operate for the term of eighteen years from the 11th day of February, 1901, and for any renewal thereof that may be granted as hereinafter provided and no longer a single or double track street railway with all necessary overhead construction, switches, side-tracks, turn outs and other requisite appliances in connection therewith, upon and along the streets of the said City on and over which the Company is now operating a street railway under the agreements aforesaid in so far as the Corporation can legally grant the same. but neither this clause nor anything in this agreement shall give or be construed as giving to the Company the power to engage in any other business than that of constructing and operating street railways in the said City, the intention being that this agreement shall confer on the Company the right to use the said streets, and no other interest therein, in manner aforesaid so long as and provided they observe the covenants and conditions herein contained and make the payments for the use thereof herein covenanted by it to be paid. The Company in consideration of the premises and the grant of the right to use the said streets as aforesaid, hereby covenants, promises and agrees with the Corporation as follows:—

1. That the Company will fulfil all the conditions, regulations and undertakings in this agreement contained.
2. The tracks of the said street railway shall be of a gauge of 4 feet 8½ inches, the rails and construction to be to the

Gauge

reasonable satisfaction of the Board of Works. The tracks shall conform to the grades of the streets, as defined by the City Engineer, upon which they are respectively laid, and shall be laid where directed by the said Engineer.

3. The tracks of the said railway may until the temporary roadbed of the streets is replaced by one of a permanent character, (the question what is replacing a street by one of a permanent character to be left to the decision of the Council which shall be final), be constructed in such temporary manner as may be approved by the City Engineer or other person appointed by the Corporation, provided no unnecessary obstruction is offered to ordinary traffic during or after construction. When, however, the roadbed on such streets is constructed by the Corporation on a solid and permanent basis, then the Company shall construct a thoroughly good and substantial street railway, and to the satisfaction of the City Council or any person appointed by the Corporation, both as to grades, location, weight and type of rail and mode of construction. Provided that on all macadamized or gravelled streets, a track constructed with rails weighing not less than 56 pounds per yard shall be considered permanent construction until the streets are paved as hereinafter provided. But if any such street is to be block-paved, asphalted or laid down with a pavement of a similar character, then the Company may be required to remove the track first laid down and replace it with a track suitable to the new pavement, to the satisfaction of the City Engineer, and in that case the track first laid shall be considered a temporary one only. Provided that the Company shall only once be called upon to remove a temporary track and replace it with a permanent one.

4. The Company shall maintain the ties, stringers and rails in a state of thorough repair, and shall for that purpose remove, renew and replace the same as circumstances may require, and as the City Engineer may direct, and shall maintain and keep the roadbed in the case of a permanent track under the rails and eight inches on either side of the rails, and in the case of a temporary track, between the rails and to a width of eight inches on the outside of the rails in as good a state of repair as the remainder of the streets may be. And in the event of the Company making any repairs or alterations to the track, ties, stringers or rails, the Company shall replace the portion of the street disturbed for the purpose of such repairs or alteration in as good

order and condition as the rest of the street without unnecessary delay.

Location of
Track.

5. The location of the railway on the streets shall not be made by the Company until plans thereof shewing the proposed position of the rails, the style of the rail to be used, and the other works on such streets have been submitted to and approved of by resolution of the Council.

Right of Cor-
poration to
take up Track.

6. The Corporation shall have the right to take up and replace the streets traversed by the said railway lines for the purpose of altering the grades thereof, constructing, improving, repairing or replacing the streets, sewers, drains, conduits, or water pipes, or replacing sewers and for all purposes within the power of the Corporation to do or order to be done, without being liable to the Company for any compensation or damage that may be occasioned to the working of the railway or the works connected with it, but in such event no unnecessary or undue delay or hindrance shall be caused to the operation of the track, and in the event of the Corporation exercising such right it shall without delay replace the track at their own proper costs and expense; provided always that the rights hereby granted shall be subject to any existing rights, statutory or otherwise, or that may hereafter be granted to any other Corporation to open or take up said streets of the City, and in such event the said other Corporation shall without delay replace the track and make good any damage thereto at its own cost.

Second Tracks.

7. In the event of a second track being required to be laid in any street where a single track is now laid, the consent of the Council shall be had and obtained by the Company.

Removal of
Snow, Ice, etc.

8. Whenever it shall be necessary to remove any snow, ice or dirt from any of the tracks of the Company, the same shall be removed by the Company in such manner as not to unnecessarily obstruct the ordinary traffic.

Cars.

9. The Company shall place and continue on said railway track good and sufficient cars for the convenience and comfort of passengers. Each car shall be numbered on the outside and inside, and passengers only shall be carried in such cars, except on that portion of the line operated in connection with the New Westminster and Interurban service, and as hereinafter mentioned.

The Company shall not be obliged to carry any packages or baggage exceeding in weight twenty-five pounds for any one passenger on any of its lines within the limits of the City, and it may refuse to allow passengers to bring with them on board

its cars any package of whatsoever nature that would cause inconvenience to other passengers, or soil or damage the Company's property, and it may make and enforce such regulations as to packages and baggage as it may deem necessary. The Corporation and the Company shall make by-laws and regulations prohibiting spitting in the Company's cars under proper penalties.

10. The Company shall have the right to make and enforce regulations and rules for the proper collection of fares and for the conduct of passengers on its cars. Rules and Regulations.

11. The Company shall have the right to charge and collect fares subject to clauses 16 and 17, in any reasonable way adopted by them from every person, on or after entering any of its cars for the purpose of riding any distance within the City, a sum not to exceed five cents. Any person refusing to pay the fare when requested so to do, may be removed from the car.

12. The payment of a fare shall entitle a passenger to one continuous trip on the car on which the fare is paid, and by means of a transfer on a connecting car, from one point to another point on the railway within the City limits, but one fare or transfer thereof shall not entitle the passenger to pass over and along any portion of the same street twice, or to make a return journey to any point on the same or parallel lines. In the event of a transfer being given it must be presented at the transfer point and must be used on the first connecting car running in the direction shewn on the transfer, otherwise the Company shall be entitled to charge another fare. Transfers.

13. The Company shall carry infants in arms free and shall carry children under the age of twelve years at the rate of two children for one regular fare, and shall issue to school children attending the public schools, tickets at a rate not to exceed twenty-five cents for ten fares; but such tickets shall only be used and entitle such school child to travel on the railway between the hours of 8 a.m. and 5 p.m., and shall not be available on Saturdays or Sundays. Infants and School Children.

14. The Company shall provide free passes over the whole system of its railways within the city limits for the Mayor, Aldermen and Officials of the Corporation when travelling on the business of the Corporation, according to a list to be supplied from time to time by the City Council. The Company shall also carry Police Constables and members of the City Fire Department when in uniform, free of charge. Passes.

**Indemnity to
Corporation.**

15. The Company shall keep the Corporation harmless and indemnified from all actions, costs, charges, claims, liabilities and damages of whatsoever nature, arising out of the construction of the railway or by reason of the operation of the railway over the streets (other than claims, liabilities, charges or damages arising from any Act of the Corporation), or out of the breach of any of the covenants herein contained by the Company to be performed.

Right-of-Way.

16. The cars of the Company shall be entitled to the uninterrupted right of way on the tracks of the said railways. All vehicles, however, may travel on, along or across the said tracks; but any vehicles, horses, bicycles, man or foot passengers upon the track shall turn out at the approach of any car, so as to leave the track clear for the passing of the car. Provided this shall not be taken to affect or restrict any legal rights the Company may have against any persons so travelling along or across the said tracks. But in case of fire, the hose of the fire brigade if laid across the tracks on the said streets shall not be interfered with by the Company, and the cars of the Company on the said streets shall be stopped to allow the passage of all fire-engines, fire-brigades, and appliances.

**Street
Crossings.**

17. The said street cars shall not stop on any street crossing when leaving or receiving passengers, the cars shall be stopped at street foot crossings so as to leave the rear platform as near the edge of the crossing as possible, and no cars shall be left standing in the street at any time unless receiving or leaving passengers or waiting at a terminus, provided the location of such terminus shall be first assented to by the Council.

**Car Lights
after Dark.**

18. The cars after dark on the said streets shall be provided with lights both front and rear; and such other signal shall be attached to the cars as the Council may from time to time require.

**Conductors and
Motormen.**

19. The Company shall employ careful, sober, well-behaved and prudent conductors and drivers on their cars, and it shall be the duty of such conductors and drivers as far as practicable, to keep vigilant watch for all teams, carriages or persons on foot, bicycle or horseback, either on the track or moving towards it, and on the first appearance of danger the car shall be stopped in the shortest possible space of time.

**Conductors to
Announce
Street Names.**

20. The Conductors on said cars shall announce to the passengers the names of the streets and public squares as the cars reach them.

21. The cars may be moved by horses, electricity, gas, compressed air or cable at the option of the Company, and shall be run at a rate of speed not exceeding 8 miles per hour on business streets, and ten miles per hour on residential streets. Motive Power.

22. The Company will cause cars to be run at not less than the following intervals between 7 a.m. and 11 p.m. of each day, excepting Sundays, on which days the Company shall not be obliged to run cars earlier than 9 a.m. Running Schedule.

(a) On the mainline from the corner of 9th Ave. and Westminster Ave., along Westminster Ave., Powell St., Carrall St., Cordova St., Cambie St., Hastings St., Granville St., Robson St., Denman St. and Davie St. every 10 minutes.

(b) On the Fairview Line from the corner of 9th Ave. and Westminster Ave., along 9th Ave., Center St., Granville St., Hastings St. to the corner of Carrall St., every 20 minutes.

(c) On the Powell-Pender St. Line, from the corner of Powell St. and Campbell Ave., along Powell St., Westminster Ave., Hastings St., Granville St., Pender St. and Georgia St. to Stanley Park, every 20 minutes.

(d) On the City portion of the Westminster Branch line, every hour, except in the afternoons between 3 and 7, when the cars may be required by the Corporation to run every half hour.

(e) If the Company shall be required to do so by resolution of the Council, having regard to what the demand for traffic accommodation justifies at more frequent intervals than in this clause provided, and between the hours of 6 a.m. and midnight of each day excepting Sundays, during the whole year. Provided, however, that in no case shall cars be required to be run between midnight and six o'clock a.m. But nothing in this clause is intended to prevent the Company from running its cars at any other times or as often as it may see fit.

23. In the event of any other lines being built by the Company, during the term of this agreement, the frequency of the service over such lines shall be determined by agreement between the Corporation and the Company.

Petitions for
New Lines.

24. In the event of the Corporation being petitioned during the term of this agreement by at least three-fifths of the residents on any street to have a street railway built on such streets not now occupied by the Company, such petition shall be referred to the Company who shall have the option of building within a reasonable time such railway on terms, conditions and rentals similar to those contained in this agreement.

Lines on Other
Streets.

25. In the event of the Company being desirous of constructing and operating a street railway on or over any street not now occupied by it, the said Company shall have the right and privilege of doing so under the terms and conditions of this agreement, provided the consent of the Council of the said City by resolution duly entered on the minutes is first had and obtained.

Offers of Other
Companies to
Construct
Street Railways

26. In the event of the City or any other person or Company proposing or being desirous to construct street railways on any of the streets not now occupied by the Company, such proposal shall be referred to the Company, and the Company shall have the privilege of building such proposed railway, on the terms and conditions in this agreement contained, and the Company shall thereupon begin the construction and equipment of said railway within six months of the acceptance of such proposal, but if not accepted by the Company within sixty days from the date of the notice referring the proposal to the Company, then the Corporation may grant the privilege to such other parties.

Refusal of Com-
pany to Con-
struct New
Lines.

27. In the event of the Company refusing to construct any railway as provided for in the foregoing clause, the privilege may be offered by the Corporation to another Company to construct the same, and in that case any offer so made shall be made upon the condition that such other Company shall accept the proposal within 60 days thereafter, and begin the construction within six months after the expiration of the said sixty days, and shall further have the right to use a portion of the railway track of the Company not to exceed two blocks altogether, and shall pay therefor such annual sum or such proportion of cost of maintenance of such track as may be agreed upon by the Company, and such other Company; and in case they cannot agree, the matter in dispute shall be referred to arbitration. And in case such other Company shall refuse or fail to pay such annual sum or such proportion of the cost of maintenance as may be awarded by the Arbitrators, as and when the same shall become due, and payable, then such Company shall after default cease to have the right to use the

track of the Company so long as the amount in default shall remain unpaid.

28. Before breaking up, opening or interfering with any part of the said streets for the purposes of constructing or repairing the railway, the Company shall give to the City Engineer for the time being, seven days' notice in writing of its intention to do so; and no more than two thousand lineal feet of the said streets shall be broken up or opened at any one time, unless authority so to do shall have been given by the Board of Works. And when the work thereon shall have been commenced it shall be proceeded with as far as practicable without intermission and as rapidly as the same can be carried on with due regard to the proper and efficient construction of the same.

Notice to City
Engineer of
Intention to
Open Up
Streets.

29. During the time of construction of a railway and laying the rails, or thereafter during the repairing the same, a free passage for vehicles over a sufficient portion of the streets and crossings shall be maintained; and immediately after the said rails have been laid, or repairs done, the surface of the streets shall be replaced in a condition as nearly as possible similar to that in which they were before the commencement of the work of construction or repairs.

Free Passage
to Vehicles dur-
ing Construc-
tion.

30. In case the Company shall fail to run regularly or in accordance with the provisions of this agreement, cars for the accommodation of the public sufficient for that purpose, or in case the Company shall fail to operate any portion of the whole of its lines for the period of six months, or shall do or omit to do anything, the doing or omission of which under the provisions of this agreement causes the forfeiture of the rights hereby conferred upon the Company, the Company shall forfeit all privileges, franchises and rights which it shall acquire or are conferred upon it under the provisions of this agreement over such portion of its railway on which default has been made, and the same shall thereupon become and be vested in the City, at a valuation to be determined upon by arbitration; or at the option of the City Council, the Company shall remove its rails from said track or portion of said track, and place the paving of such street or highway in a condition similar to that in which the remainder of such street or highway may then be. Provided this clause shall only apply to wilful default of the Company.

Penalty in case
Company fails
to Run Cars
Regularly.

Percentages on
Receipts Pay-
able to City.

31. The Company will pay to the Corporation the following per centages on its gross annual street car receipts within the limits of the City of Vancouver, namely:—

If receipts are under \$75,000.....	1%
If receipts between \$75,000 and \$150,000.....	2%
On amount over \$150,000 and under \$300,000.....	3%
On amount over \$300,000 and under \$500,000.....	4%
On amount over \$500,000 and under \$1,000,000.....	5%
On amount over \$1,000,000 and under \$1,500,000.....	6%
On amount over \$1,500,000 and under \$2,000,000.....	8%

32. The said percentages shall be paid to the City Treasurer on or before the 15th day of each month for the month preceding, and the Corporation shall have at all times access to the Traffic books of the Company by an Accountant of the Corporation to ascertain the total amount of traffic receipt of the Company on which the aforesaid payments are to be calculated.

33. All the property of the Company in the said rails, substructure, and connections is hereby charged with the payments of all the moneys to be paid under this agreement.

City's Option to
Assume Own-
ership of Lines,
etc., within
City Limits at
Expiration of
Agreement.

34. At the expiration of the term granted by this agreement, the City may, upon giving at least six months' written notice, prior to the expiration of said term, of its intention so to do, either alter the terms of this agreement in such a manner as may be mutually agreed upon between the Corporation and the Company, or may assume the ownership of all the railway lines belonging to the Company within the present City limits, together with all the real and personal property of the Company actually used, in use or to be used in the operation of the railway lines, and plant within the limits aforesaid, upon payment being made to the Company by the Corporation of the value thereof, such value to be mutually agreed upon between the Corporation and the Company, or in case of a failure to agree, then such value shall be determined by arbitration in the following manner: the arbitrators shall fix the then market value of all the lands so to be taken over exclusive of any improvements, machinery and buildings thereon, and to the sum so found shall be added the value of the improvements, machinery and buildings then made, affixed or erected on the said lands, and the value of all the personal property so to be taken over, which values other than land value shall be arrived at by taking the cost to the Company of all such improvements, machinery, buildings and personal

property, including the cost of construction of the said railway lines, and of installing all the plant and machinery, and deducting therefrom a reasonable sum, to be determined by the arbitrators for depreciation thereof; but such price or value shall not include any payment for any franchise for the right of running or goodwill. The Corporation shall have eight months after the value is finally determined on to complete the purchase; and in case the City shall fail to exercise the right of altering the terms of this agreement as aforesaid, or of assuming ownership of said railway at the expiration of the aforesaid term, the Corporation may at the end of every five years to elapse after such expiration, exercise the same rights of alteration of the terms of this agreement as aforesaid, or assume the ownership of the said railway and of all real and personal estate thereunto appertaining, upon giving one year's written notice, to be given preceding the expiration of every fifth year as aforesaid, and upon payment of their value to be mutually agreed upon or decided by arbitration as aforesaid. And the privilege hereby granted to the Company shall be deemed to be extended until said Corporation shall have exercised the right to purchase or of alteration of the terms of this agreement as aforesaid, and as if such extended time had been originally fixed by this agreement. Provided it shall be optional with the Corporation to include or not that part of the Company's line and service known as the Westminster Tramway within the limits of the City.

35. In case the Corporation shall decide to exercise its ^{Interurban Line Running Rights into City.} option of purchasing the railway at the expiration of the term hereby granted, or at the end of any five years period thereafter, ~~the right granted the Westminster and Vancouver Railway Company~~ now merged in the British Columbia Electric Railway Company, Limited, by agreement dated the 24th day of August, 1891, to run the through car service between New Westminster and its present terminus in Vancouver shall continue unaffected. Provided also the said through cars of the Company shall have precedence over the cars of the City Car service and over all other cars, unless otherwise decided by the Railway Committee of the Privy Council.

36. The Company shall have the right to construct, equip, ^{Extension to Granville Street Bridge.} maintain and operate their street railway upon and over an open extension or addition to the bridge connecting Granville St. and Center St. across False Creek to a point twenty (20) feet or thereabouts South of the South end of the present swing of the said

bridge; thence across said swing to a point twenty (20) feet North of the North end of said swing, thence by an open extension or addition to the said bridge to the North end thereof. The said extension or additions to the said bridge shall be for the exclusive use of the Company except at such times as the present bridge may be undergoing repairs, in which event the said extension or addition may be planked by the City at its own cost, and used by the public, the Company hereby undertaking during any period while the said bridge is being used as aforesaid to conform the running of their cars to meet the requirements of the Public Traffic.

Arbitration.

37. If at any time hereafter, any dispute, difference or question shall arise between the said parties hereto or their respective successors or assigns or any of them, touching the construction, meaning or effect of these presents, or any clause or thing herein contained, or the rights and liabilities of the said parties respectively or their successors and assigns, then every such dispute, difference, decision or question shall be referred to arbitration.

38. Whenever under the terms of this agreement any matter dispute, difference or question is to be referred to arbitration, the same shall be referred to the decision of two arbitrators and shall be arbitrated under and according to the provisions of the "Arbitration Act," being chapter 9 of the Revised Statutes of British Columbia, and any amendment thereof, or of any Act of the Province of British Columbia relating to arbitration and the conduct thereof.

Giving Notice.

39. Any notice to be given under this agreement by the Company shall be deemed sufficiently given and served if delivered at the office of the Corporation, and any notice to be given by the Corporation to the Company shall be deemed sufficiently given and served if addressed to the General Manager of the Company, Vancouver, B. C., and forwarded by registered letter.

**Agreements
Cancelled.**

40. The following agreements between the Corporation and the Company or its predecessors, now consolidated in the present agreement are hereby cancelled, namely:—

Agreement dated 11th February, 1899, Vancouver Lines original agreement.

Agreement dated 14th January, 1891, Vancouver Fairview Line.

Agreement dated 24th August, 1891, Westminster Line.

Agreement dated 30th April, 1895, Hastings St.

Agreement dated 30th April, 1895, Robson and Granville
Sts.

Agreement dated 1st June, 1897, Pender St.

Agreement dated 21st June, 1898, Powell St.

Agreement dated 21st June, 1898, Hastings St.

Agreement dated 3rd February, 1899, Granville St., 2nd
track.

Agreement dated 3rd February, 1899, Davie and Denman
Sts.

Agreement dated 3rd February, 1899, Termination all
agreements.

Agreement dated 30th December, 1899, Robson St., 2nd
track.

Nothing in this agreement contained shall affect or be deem-
ed to affect any rights, powers or privileges granted to the Com-
pany by its Acts of Incorporation. Any rights or powers of
taxation of the Company's property vested in the Corporation
shall not be taken away, diminished or affected by this agreement
or the execution thereof by the Corporation.

The term "the railway" wherever used in this agreement
shall be taken to include the Street Railways at present being
operated by the Company in the City, and all others that may
hereafter be constructed or operated under the terms of this agree-
ment.

IN WITNESS WHEREOF the Mayor and City Clerk of
the Corporation have hereunto set their hands and seals the day
and year first above mentioned.

The Common Seal of the Corporation of the City
of Vancouver was affixed in the presence of—

(Sgd.) T. O. TOWNLEY,

Mayor.

(Sgd.) THOS. F. McGUIGAN,

City Clerk.

The Common Seal of the British Columbia Elec-
tric Railway Company, Limited, was affixed in the
presence of—

(Sgd.)

GEO. P. NORTON,

(Sgd.)

J. HORNE-PAYNE,

Directors.

(Sgd.)

F. HOPE,

Secretary